

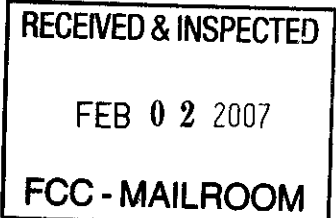
Technology Department

JOINT JEROME SCHOOL DISTRICT NO. 261107 3rd Avenue West
Jerome, Idaho 83338Ph. 208-324-2392
Fax 208-324-7609**FAX TRANSMITTAL**Date: 01-29-2007

To: CC Docket No. 02-6

Fax: 1-202-418-0187**"Request for Review"****Business:** Federal Communications Commission
Office of the Secretary
445 12th Street, SW – Room TW-A325
Washington, DC 20554**From Contact:** Chris Gibson, Technology Director, Jerome Joint School District #261
208-324-2392, ext. 1050
gibsonc@d261.k12.id.usNo. of sheets (including cover transmittal): 18*If you do not receive all pages, please call as soon as possible.*

REMARKS: Request for Review – USAC Erate Funding Decision – Attached

No. of Copies rec'd 0
List ABCDE



Educating Today for Tomorrow's World

Joint Jerome School District #261

107 3rd Avenue West
Jerome, Idaho 83338
(208) 324-2392 -- Fax (208) 324-7609

RECEIVED & INSPECTED

FEB 02 2007

FCC - MAILROOM

CC Docket 02-6

Request for Review

January 29, 2007

Request for Review: Denial of Appeal to USAC for funding request numbers 1361286 and 1361287 – copy of letter from USAC attached

Billed Entity Name: Jerome Joint School Dist 261**Billed Entity Number:** 142635**Form 471 Application Number:** 493107**Contact:** Chris Gibson, Technology Director, Jerome Joint School District #261107 3rd Avenue West, Jerome, Idaho 83338

Telephone: 208-324-2392, ext. 1050

Fax: 208-324-7609

Email: gibsonc@d261.k12.id.us

Explanation: for both FRN's the funding request and appeal were denied because "FCC rules require that a contract for the products/services be signed and dated by both parties prior to filing of the Form 471. This requirement was not met." I have listed the form filings and contract signing timelines below, as well as attached the signed contracts for both FRN's showing the contracts sign date was prior to the filing of the Form 471 #493107.

• FRN 1361286 – T-Mobile USA, Inc - SPIN # 143026181

1. Form 470 Application Number: 165240000508677 Posted 11/09/2004

2. Allowable Contract Date: 12/07/2004

3. Contract Number 397721534 signed 04/05/2005

Copy of contract service agreement attached showing signature by T-Mobile sales representative and Jerome School District accounts payable clerk, dated on second page. This contract was entered into for one year with a second year automatic renewal and that contract, dated 05/15/2006 is also attached.

4. Form 471 Application Number: 493107 Posted 12/09/2005

• FRN 1361287 – Fiberpipe, Inc - SPIN # 143024247

1. Form 470 Application Number: 165240000508677 Posted 11/09/2004

2. Allowable Contract Date: 12/07/2004

3. Contract Number JSD122601 signed 06/30/2005

4. Form 471 Application Number: 493107 Posted 12/09/2005

Copy of contract access/connectivity schedule attached showing signature by Fiberpipe sales associate and Jerome School District technology director,

CC Docket 02-06 – Request for Review
Jerome Joint School District #261
BEN # 142635

Page 2

schedule effective date 6/30/2005 and a copy of the Master Services Agreement JSD122601 showing that the contract is renewed annually and then a signed dated contract is issued by Fiberpipe at the beginning of that service year.

(This is the first time that our school district has been denied funding and I have used the Master Services Agreement with the renewal each year to show that the contract was signed and dated, so I thought that I was following the proper procedures as instructed.)

I am requesting that the Appeal be granted and the funding requests be approved.

Thank you for your consideration in this appeal.



Chris Gibson, Technology Director

CC Docket 02-6 - Request for Review
Joint Jerome School District #261
BEN: # 142635 471 Application # 493107
FRN's: 1361286 - 1361287 Page 3 of 17



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

January 16, 2007

Chris Gibson
Jerome Joint School District #261
107 3rd Avenue West
Jerome, ID 83338

Re: Applicant Name: JEROME JOINT SCHOOL DIST 261
Billed Entity Number: 142635
Form 471 Application Number: 493107
Funding Request Number(s): 1361286, 1361287
Your Correspondence Dated: November 17, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1361286, 1361287
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and relevant documents, the USAC has determined that at the time you submitted your Form 471 application, you did not have a signed contract in place with your service provider. During the application review, the applicant was asked to provide copies of signed and dated contracts. In the response provided to the USAC on October 17, 2006, the contract for funding request #1361286 was not signed or dated by either party, and the contract for funding request #1361287 was signed by both parties but not dated by either party. With your appeal letter, you again provided copies of contracts that were not signed and dated by both parties. FCC Rules state that a contract must be signed and dated on or after the Allowable Contract Date as calculated by the Form 470 posting date, but prior to the submission of the Form 471. In this case,

you have not demonstrated that you have complied with FCC Rules; therefore, the appeal is denied.

- USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed and dated contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC Rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. sec. 54.504(c). The FCC Rules further require that both beneficiaries and service providers must retain executed contracts, signed and dated by both parties. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808, 15824-26, FCC 04-190 para. 48 (rel. Aug. 13, 2004). The FCC has consistently upheld USAC's denial of funding when there is no contract in place for the funding request. See Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism, File No. SLD-256981, CC Docket No. 02-6, Order, 18 FCC Rcd. 22994, DA 03-3526 (rel. Nov. 5, 2003). The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) at page 23.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

CC Docket 02-6 - Request for Review
Joint Jerome School District #261
BEN: # 142635 471 Application # 493107
FRN's: 1361286 - 1361287 Page 6 of 17

FUNDING COMMITMENT REPORT
Billed Entity Name: JEROME JOINT SCHOOL DIST 261
BEN: 142635
Funding Year: 2006

Form 471 Application Number: 493107
Funding Request Number: 1361286
Funding Status: Not Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 165240000508677
SPIN: 143026181
Service Provider Name: T-Mobile USA, Inc.
Contract Number: 397721534
Billing Account Number: 397721534
Service Start Date: 07/01/2006
Contract Expiration Date: 03/14/2007
Number of Months Recurring Service Provided in Funding Year: 9
Annual Pre-discount Amount for Eligible Recurring Charges: \$9,825.75
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$9,825.75
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: FCC rules require that a contract for the products/services be signed and dated by both parties prior to the filing of the Form 471. This requirement was not met.

FCDL Date: 11/14/2006

Wave Number: 030

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1361287
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 165240000508677
SPIN: 143024247
Service Provider Name: Fiberpipe, Inc
Contract Number: JSD122601
Billing Account Number: N/A
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$15,300.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$15,300.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: FCC rules require that a contract for the products/services be signed and dated by both parties prior to the filing of the Form 471. This requirement was not met.

FCDL Date: 11/14/2006

Wave Number: 030

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

02/01/07 THU 16:09 FAX 208 324 7809

JEROME SCH DIST

CC Docket 02-6 - Request for Review
Joint Jerome School District #261
BEN: # 142835 471 Application # 493107
FRN's: 1361286 - 1361287 Page 6 of 17

T-Mobile

FOR OFFICE USE ONLY

Activation Date 3/31/05 ☒ New ☐ Add-onAccount # 397721534

Onyx Code _____ Credit Class _____

Salesperson Name Bill MogenssenStore Name Diverse CommunicationsAgent Code 11045602Location Phone 736-0707For Questions, rate plan changes or other functions, visit myt-mobile
(at t-mobile.com) or call 611 (from PCS phone) or (800) 837-8997

CUSTOMER/BUSINESS INFORMATION

Name JEROME SCHOOL DISTRICT

Driver's License # & State _____

Business Name _____

E-Mail _____

Address 107 3RD AVE WESTDaytime Phone 324-2392City, State, ZIP JEROME ID 83338

Date of Birth _____

SS# or Federal Tax ID # 82-6003634

Fax _____

Password JSD261

SERVICE INFORMATION

LINE 1 Mobile # 308-7363MINUTES INCLUDED 10,000Rate Plan Nat. Ent. 10 Monthly Access Fee \$500⁰⁰OVERAGE CHARGES \$1.25 1st MONTH PRORATED CHARGES _____

SIM# _____

OPTIONAL FEATURES NONEIMEI # * Attached spreadsheet for☐ Included ☐ AddedManufacturer/Model # HTC 2-42☐ Included ☐ AddedEXHIBIT A☐ Included ☐ Added

LINE 2 Mobile # _____

MINUTES INCLUDED _____

Rate Plan _____ Monthly Access Fee _____

OVERAGE CHARGES _____ 1st MONTH PRORATED CHARGES _____

SIM# _____

OPTIONAL FEATURES _____

IMEI # _____

☐ Included ☐ Added

Manufacturer/Model # _____

☐ Included ☐ Added☐ Included ☐ Added

LINE 3 Mobile # _____

MINUTES INCLUDED _____

Rate Plan _____ Monthly Access Fee _____

OVERAGE CHARGES _____ 1st MONTH PRORATED CHARGES _____

SIM# _____

OPTIONAL FEATURES _____

IMEI # _____

☐ Included ☐ Added

Manufacturer/Model # _____

☐ Included ☐ Added☐ Included ☐ Added

Smart Access Customers Only:

You have a \$150 spending limit. If your balance exceeds \$150, T-Mobile may suspend your service until you bring the balance below \$100. Even if suspended, you will continue to be liable for all charges incurred. SPECIAL COMMENTS: _____

PAYMENT

Security Deposit _____ Check/Money order # _____ Reference # _____

Method of Payment: ☐ Cash ☐ Check ☐ Credit Card ☐ Withdrawal From Bank Account ☐ P.O. ☐ Deferred Payment (Business Accounts Only)Credit Card Information: ☐ MC ☐ Visa ☐ AmEx ☐ Other _____

Credit Card # _____ Exp. Date _____ Authorization No. _____

Bank Account Information: Routing Transit # _____ Account # _____

AUTOMATIC PAYMENT FROM CREDIT CARD OR BANK ACCOUNT: Please charge my monthly T-Mobile service fees to my credit card or bank account. By signing, I authorize T-Mobile to debit my account in accordance with paragraph 12 on the reverse side.

Signature _____ Date _____

IMPORTANT CUSTOMER INFORMATION

You have selected a plan with a fixed service term of at least 12 months. Our fixed term plans are subject to a \$200 early termination fee per line of service.

The monthly access fee and included minutes, if any, will be prorated for the number of days you are actually on service with T-Mobile.

There will be a one time \$35.00 activation fee per line of service.

CC Docket 02-6 - Request for Review

Joint Jerome School District #261

BEN: # 142635 471 Application # 493107

FRN's: 1361286 - 1361287 Page 7 of 17

IMPORTANT CUSTOMER INFORMATION

you have selected a plan with a fixed service term of at least 12 months. Our fixed term plans are subject to a \$200 early cancellation fee per line of service. No monthly access fee and included minutes, if any, will be prorated for the number of days you are actually on service with T-Mobile for your first month.

There will be a one time \$35.00 activation fee per line of service. A Regulatory Program fee of \$44 per line/month applies.

Standard Return and Cancellation Policy. You may cancel Service without paying an applicable cancellation fee if within the Return Period (defined below) you: (a) contact us to cancel Service and (b) return to the place of purchase, with proof of purchase, any Unit purchased from us or our authorized dealer in connection with your activation of Service. The "Return Period" is 14 calendar days from Service activation, or 30 calendar days from the Unit's purchase date if the Unit has not been activated. Units returned with proof of purchase to the place of purchase in good working condition with original contents and packaging within the Return Period are eligible for a refund of the purchase price. You may be required to pay a restocking fee. Even if you cancel Service and/or return your Unit, you must pay all Service and other charges incurred prior to cancellation or return. You acknowledge that your initial Unit purchase may be subsidized to facilitate your subscription to the Service. If you cancel Service within the Return Period without returning the Unit, or the Unit is not in good working condition, you will be charged for the difference between the full retail price of the Unit without activation (which may be more than the advertised price with Service activation) and the price you paid for the Unit.

We are required to use the residential or business street address you provided, which must be within our licensed service area, to determine certain taxes and fees. If you give us an address (such as a PO box) that is not a recognized street address, you will be assigned a default location for tax and fee calculation, which may result in a higher or lower charge for taxes and fees.

INITIAL TERM 1 YEAR

EARLY CANCELLATION FEE OF \$200 PER LINE OF SERVICE

Customer Initials JP I understand that if I terminate service for any reason prior to the Initial Term, I will pay the Early Termination Fee.

I You may list my number in a published directory

I hereby authorize T-Mobile or its agents to obtain from anyone information about Customer's credit history. By signing below, you acknowledge you are of legal age, have provided true and complete information, and received a copy of this Agreement and, if signing or activating on behalf of a corporation or other entity, are fully authorized to sign on behalf of or legally bind such entity. In the event of unauthorized signature on behalf of a corporate customer, you agree to be personally liable for the amounts not paid when due. You also acknowledge you have received and reviewed the T-Mobile Terms and Conditions, and agree to be bound by them. T-Mobile makes no warranties, express or implied, regarding the Service or Equipment, and our liability is limited in accordance with paragraphs 16 and 17 of the Terms and Conditions and as permitted by applicable law. All disputes are subject to mandatory arbitration in accordance with paragraph 3 of the Terms and Conditions.

Signature: John Prescott Date: 4-5-2005 Title (Required for business): Accounts Payable

1 - Store Green - Customer Pink - T-Mobile Blue - Sales Representative

T9035.6_0304

FOR OFFICE USE ONLY

Account # 397 721 534 ☐ New ☒ Add-on
 Onyx Code _____ Credit Class _____
 Salesperson Name Bill Morgan

Store Name Diverse Communications, Inc.
 Agent Code 1645612
 Location Phone 208-336-6707
 For Questions, rate plan changes or other functions, visit my.t-mobile
 (at t-mobile.com) or call 611 (from PCS phone) or (800) 937-8997

CUSTOMER BUSINESS INFORMATION

Name _____
 Business Name Jerome School District
 Address 107 2nd Ave. W.
 City, State, ZIP Jerome, ID 83338
 SS# or Federal Tax ID # 23-444-3134

Driver's License # & State _____
 E-Mail _____
 Daytime Phone _____
 Date of Birth _____
 Fax _____
 Password _____

SERVICE INFORMATION

LINE 1 Mobile # _____
 Rate Plan ENT. 10 Monthly Access Fee \$5.00
 SIM# First 10 lines included 15/line
 IMEI# additional contract required
 Manufacturer/Model # for 12 mos. Exhibit A
attached for 44 lines.

MINUTES INCLUDED 10,100
 OVERAGE CHARGES 254 1st MONTH PRORATED CHARGES 1.14
 OPTIONAL FEATURES
☐ Included ☐ Added
☐ Included ☐ Added
☐ Included ☐ Added

LINE 2 Mobile # _____
 Rate Plan _____ Monthly Access Fee _____
 SIM# _____
 IMEI# _____
 Manufacturer/Model # _____

MINUTES INCLUDED _____
 OVERAGE CHARGES _____ 1st MONTH PRORATED CHARGES _____
 OPTIONAL FEATURES
☐ Included ☐ Added
☐ Included ☐ Added
☐ Included ☐ Added

LINE 3 Mobile # _____
 Rate Plan _____ Monthly Access Fee _____
 SIM# _____
 IMEI# _____
 Manufacturer/Model # _____

MINUTES INCLUDED _____
 OVERAGE CHARGES _____ 1st MONTH PRORATED CHARGES _____
 OPTIONAL FEATURES
☐ Included ☐ Added
☐ Included ☐ Added
☐ Included ☐ Added

Smart Access Customers Only:

You have a \$150 spending limit, if your balance exceeds \$150, T-Mobile may suspend your service until you bring the balance below \$100. Even if suspended, you will continue to be liable for all charges incurred. SPECIAL COMMENTS: _____

PAYMENT

Security Deposit _____ Check/Money order # _____ Reference # _____
 Method of Payment: ☐ Cash ☐ Check ☐ Credit Card ☐ Withdrawal From Bank Account ☐ P.O. ☐ Deferred Payment (Business Accounts Only)
 Credit Card Information: ☐ MC ☐ Visa ☐ AmEx ☐ Other _____
 Credit Card # _____ Exp. Date _____ Authorization No. _____
 Bank Account Information: Routing Transit # _____ Account # _____
AUTOMATIC PAYMENT FROM CREDIT CARD OR BANK ACCOUNT: Please charge my monthly T-Mobile service fees to my credit card or bank account. By signing, I authorize T-Mobile to debit my account in accordance with paragraph 12 on the reverse side.
 Signature _____ Date _____

IMPORTANT CUSTOMER INFORMATION

You have selected a plan with a fixed service term of at least 12 months. Our fixed term plans are subject to a \$200 early cancellation fee per line of service.

CC Docket 02-5 - Request for Review

Joint Jerome School District #261

BEN: # 142635 471 Application # 493107

FRN's: 1361286 - 1361287

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IMPORTANT CUSTOMER INFORMATION

- You have selected a plan with a fixed service term of at least 12 months. Our fixed term plans are subject to a \$200 early cancellation fee per line of service.
- The monthly access fee and included minutes, if any, will be prorated for the number of days you are actually on service with T-Mobile for your first month.
- There will be a one time \$35.00 activation fee per line of service. A Regulatory Programs fee of 55¢ per line/month applies.
- Handset Return and Cancellation Policy. You may cancel Service without paying an applicable cancellation fee if within the Return Period (defined below) you: (a) contact us to cancel Service and (b) return to the place of purchase, with proof of purchase, any Unit purchased from us or our authorized dealer in connection with your activation of Service. The "Return Period" is 14 calendar days from Service activation, or 30 calendar days from the Unit's purchase date if the Unit has not been activated. Units returned with proof of purchase to the place of purchase in good working condition with original contents and packaging within the Return Period are eligible for a refund of the purchase price. You may be required to pay a restocking fee. Even if you cancel Service and/or return your Unit, you must pay all Service and other charges incurred prior to cancellation or return. You acknowledge that your Initial Unit purchase may be subsidized to facilitate your subscription to the Service. If you cancel Service within the Return Period without returning the Unit or the Unit is not in good working condition, you will be charged for the difference between the full retail price of the Unit without activation (which may be more than the advertised price with Service activation) and the price you paid for the Unit.
- We are required to use the residential or business street address you provided, which must be within our licensed service area, to determine certain taxes and fees. If you give us an address (such as a PO box) that is not a recognized street address, you will be assigned a default location for tax and fee calculation, which may result in a higher or lower charge for taxes and fees.

INITIAL TERM 1 YEAR

EARLY CANCELLATION FEE OF \$200 PER LINE OF SERVICE

Customer Initials _____ I understand that if I terminate service for any reason prior to the Initial Term, I will pay the Early Termination Fee.

☐ You may list my number in a published directory

T-Mobile or its agents to obtain from anyone information about Customer's credit history. By signing below, you acknowledge you are of legal age, have provided true and complete information, and agree to be bound by the terms of this Agreement and, if signing or acting on behalf of a corporation or other entity, are fully authorized to sign on behalf of or legally bind such entity. In the event of unauthorized signature on this Agreement, you agree to be personally liable for the amounts not paid when due. You also acknowledge you have received and reviewed the T-Mobile Terms and Conditions, and agree to be bound by the terms of the T-Mobile Terms and Conditions, and our liability is limited in accordance with paragraphs 16 and 17 of the Terms and Conditions and as permitted by applicable law.

Date: 6-14-06 Title (Required for business): _____

Pink - T-Mobile

Blue - Sales Representative

T9035.6_030



Access/Connectivity Schedule

Customer's Name: Jerome School District	Master Services Agreement Number: JSD122601
Primary Authorized Contact Person for this Schedule: Chris Gibson	Phone, Fax and E-mail: 208-324-3361, 208-324- 7609 gibsonc@d261.k12.id.us

Subject to the terms and conditions of this Schedule, the Master Services Agreement, and the Master Services Agreement Terms & Conditions, all of which are incorporated into this Schedule, FIBERPIPE will provide the access or connectivity services described below (the "Services") and Customer will pay for said Services.

Access/Connectivity Services (check all that apply)		
Service	Specifications (if any)	Price
<input type="checkbox"/> T-1		
<input type="checkbox"/> DSL		
<input type="checkbox"/> ISDN		
<input checked="" type="checkbox"/> Frame	Internet Access for two T1 Frame Circuits.	
<input checked="" type="checkbox"/> 64 IP Addresses	IPs Provided at no charge to Jerome School District	
Term of Services (Months):	12 Months (To be renewed 6/30/06)	
Initial Start-up Fee:		
Monthly Service Fee:	\$425.00 per T1 (Three T1s), \$50 for IU NOC Space, \$4 for two usable IP's	\$ 1329.00
Other Terms:	Total Monthly Payments from 7/1/05 through 12/31/05 Invoiced on 7/1/05. Total Monthly Payments from 1/1/06 through 6/30/06 Invoiced on 1/1/06.	
Payment Terms:	Payment Terms are Net 30 days from Invoice Date.	
SPIN Number:	FIBERPIPE's Service Provider Identification Number (SPIN) is 143024247	
Tax:		
TOTAL:		\$ 1329.00 per Month

BY SIGNING BELOW, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS SCHEDULE. BY SIGNING BELOW, THE PERSON WHO SIGNS ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS SCHEDULE ON BEHALF OF CUSTOMER AND ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS SCHEDULE. This Schedule is effective as of 6/30/05 (the "Commencement Date"), but will not be effective until signed by a duly authorized representative of FIBERPIPE.

Customer:
By: Chris Gibson
Name: Chris Gibson
Title: Technology Director

FIBERPIPE:
By: Jason Ater
Name: JASON ATER
Title: SALES REP.

contract date



Master Services Agreement

This Master Services Agreement (together with the attached Master Services Agreement Terms & Conditions and all applicable schedules, collectively referred to as this "Agreement") is entered into as of 12/26/01 (the "Effective Date") by and between FIBERPIPE, Inc., an Idaho corporation ("FIBERPIPE"), and the person or entity described below ("Customer"):

Customer's Name: Jerome School District	Master Services Agreement Number: JSD122601
Physical Address (Street, Suite, Floor, Mail Stop): Jerome School District 107 3rd Avenue West	(City, State and Zip Code): Jerome, ID 83338
Primary Authorized Contact Person: Chris Gibson	Phone, Fax and E-mail: 208-324-3361, 208-324-7609 agibson@d261.k12.id.us
Billing Address (if different than physical address):	(City, State and Zip Code):
Billing Contact (if different than primary contact):	Phone, Fax and E-mail:

The parties agree that FIBERPIPE will supply to Customer and Customer will purchase from FIBERPIPE the following selected services (the "Services") and/or equipment (the "Equipment") on the terms and conditions of this Agreement (including the terms and conditions of all applicable schedules concerning each item selected now or in the future):

Check all that apply and for each complete and attach the appropriate schedule (each a "Schedule").		
<input type="checkbox"/> Website Development	<input type="checkbox"/> Hosting	<input type="checkbox"/> Co-Location
<input type="checkbox"/> Consulting/Engineering	<input checked="" type="checkbox"/> Connectivity	<input type="checkbox"/> Equipment

BY SIGNING BELOW, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. BY SIGNING BELOW, THE PERSON WHO SIGNS ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTANDS ALL TERMS AND CONDITIONS AND SCHEDULES COMPRISING THIS AGREEMENT. This Agreement will be effective as of the Effective Date written above, but will not be effective until signed by a duly authorized representative of FIBERPIPE.

Customer:
By: Chris Gibson
Name: CHRIS GIBSON
Title: DIRECTOR OF TECHNOLOGY

FIBERPIPE:
By: Brian R. Davis
Name: Brian R. Davis
Title: Vice President & COO

FIBERPIPE™

NEW WORLD COMMUNICATIONS

Access/Connectivity Schedule

Customer's Name: Jerome School District	Master Services Agreement Number: JSD122601
Primary Authorized Contact Person for this Schedule: Chris Gibson	Phone, Fax and E-mail: 208-324-3361, 208-324-7609 gibsonc@d261.k12.id.us

Subject to the terms and conditions of this Schedule, the Master Services Agreement, and the Master Services Agreement Terms & Conditions, all of which are incorporated into this Schedule, FIBERPIPE will provide the access or connectivity services described below (the "Services") and Customer will pay for said Services.

Access/Connectivity Services (check all that apply)		
Service	Specifications (if any)	Price
<input type="checkbox"/> T-1		
<input type="checkbox"/> DSL		
<input type="checkbox"/> ISDN		
<input checked="" type="checkbox"/> Frame	Internet Access for two T1 Frame Circuits.	
<input checked="" type="checkbox"/> 64 IP Addresses	IPs Provided at no charge to Jerome School District	
Term of Services (Months):	18 Months (To be renewed 6/30/03)	
Initial Start-up Fee:	\$250.00 per T1, \$500.00 Total	\$ 500.00
Monthly Service Fee:	\$425.00 per T1 through 6/30/02. (Two T1s) \$450.00 per T1 from 7/1/02 through 6/30/03 (Two T1s)	\$ 850.00 / \$ 900.00
Other Terms:	Total Monthly Payments through 6/30/02 to be invoiced on 1/1/02. Total Monthly Payments from 7/1/02 through 12/31/02 Invoiced on 7/1/02. Total Monthly Payments from 1/1/03 through 6/30/03 Invoiced on 1/1/03.	\$5,100 Invoiced 1/1/02 ✓ \$5,400 Invoiced 7/1/02 ✓ \$5,400 Invoiced 1/1/03
Payment Terms:	Payment Terms are Net 30 days from Invoice Date.	
SPIN Number:	FIBERPIPE's Service Provider Identification Number (SPIN) is 143024247	
Tax:		
TOTAL:	(\$900.00 per month after 6/30/02)	\$ 850.00 per Month

BY SIGNING BELOW, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS SCHEDULE. BY SIGNING BELOW, THE PERSON WHO SIGNS ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS SCHEDULE ON BEHALF OF CUSTOMER AND ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS SCHEDULE. This Schedule is effective as of 12/26/01 (the "Commencement Date"), but will not be effective until signed by a duly authorized representative of FIBERPIPE.

Customer:
By Chris Gibson

FIBERPIPE:
By Brian R. Davis

Name: CHRIS GIBSON

Name: _____

Title: DIRECTOR OF TECHNOLOGY

Title: _____

FIBERPIPE™

NEW WORLD COMMUNICATIONS

Consulting/Engineering Services Schedule

Customer's Name: Jerome School District	Master Services Agreement Number: JSD122601
Primary Authorized Contact Person for this Schedule: Chris Gibson	Phone, Fax and E-mail: 208-324-3361, 208-324-7609 gibsonc@d261.k12.id.us

Subject to the terms and conditions of this Schedule, the Master Services Agreement, and the Master Services Agreement Terms & Conditions, all of which are incorporated into this Schedule, FIBERPIPE will provide the services described in the Statement of Work below (the "Services") and Customer will pay for said Services.

Statement of Work (attach additional sheets if necessary)	
Specifications: Configuration of Routers and Connectivity for T1s from Higerman Monument to Jerome School District, and from the Wendall School District to Jerome School District. Jerome School District is to supply the T1 Circuit and access via Telnet for FIBERPIPE personnel to do the configuration. Jerome School District is to manage the T1 Circuit with Qwest.	
Deliverables and Timelines Estimated time for this project is 4 hours total.	
Price and Payment Terms: Estimated time of 4 hours at \$100 per hour. If additional time is needed, extra time is charged to Jerome at the same rate per hour. Terms are Net 24 days from invoice date.	Total Estimated Price: \$ 400.00
Equipment, if any (specify):	\$
Installation:	\$
Tax:	\$
TOTAL: (Estimated)	\$ 400.00

BY SIGNING BELOW, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS SCHEDULE. BY SIGNING BELOW, THE PERSON WHO SIGNS ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS SCHEDULE ON BEHALF OF CUSTOMER AND ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS SCHEDULE. This Schedule is effective as of 12/26/01 (the "Commencement Date"), but will not be effective until signed by a duly authorized representative of FIBERPIPE.

Customer:
 By: Chris Gibson
 Name: CHRIS GIBSON
 Title: DIRECTOR OF TECHNOLOGY

FIBERPIPE:
 By: Brian R. Davis
 Name: Brian R. Davis
 Title: Vice President & COO

Master Services Agreement Terms & Conditions

Term. This Agreement will commence on the Effective Date and will remain in effect until all Schedules are terminated in accordance with the terms of this Agreement. The term of any Schedule (the "Term") will commence on the Commencement Date stated on the Schedule (regardless of when Customer actually begins using the Services) and, unless the Schedule provides otherwise, will continue for a period of one year and renew automatically for additional one year periods unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the then existing Term that it elects not to renew the Schedule. Upon the effective date of expiration or termination of the Term, (i) PIERPITS will immediately cease providing the Services; and (ii) any and all payment obligations of Customer under the applicable Schedule(s) will become due immediately.

Payment. The fees and payment schedule for the Services and/or Equipment are set out in the Schedules. Customer will be responsible for FIBERPIPE's reasonable costs associated with travel necessary to perform the Services and/or deliver or maintain the Equipment. Time is of the essence in the performance of all payment obligations by Customer. Payment on invoice charges is due within thirty (30) days of the invoice date. Balances that remain unpaid more than thirty (30) days from the invoice date will be deemed past due. Any past due balance will accrue interest at the rate of one and one-half percent (1-1/2%) per month, or the highest rate allowed by law, whichever is less. Customer will be liable for all costs incurred in the collection of past due balances including but not limited to collection fees, attorneys' fees, litigation fees, filing fees and court costs. FIBERPIPE reserves the right to require Customer to make a deposit or provide a letter of credit satisfactory to FIBERPIPE if (i) Customer's account is past due two (2) or more consecutive months or (ii) Customer indicates, in FIBERPIPE's sole discretion, an unwillingness or inability to pay. In the event that Customer fails to provide FIBERPIPE with a requested deposit or letter of credit, FIBERPIPE will have the right to immediately terminate this Agreement or any Schedule.

Acceptable Use Policy and Service Level Agreement. Customer's use of any Services will at all times be subject to (to the extent applicable) and comply with FIBERPIPE's Acceptable Use Policy ("AUP") and FIBERPIPE's Service Level Agreement ("SLA"), either or both of which FIBERPIPE may change from time-to-time without prior notice. Customer acknowledges receipt of copies of the AUP and SLA, and that updates to the AUP and SLA can be obtained on FIBERPIPE's website. The AUP and SLA are by this reference incorporated into this Agreement in whole, fully included herein.

Warranties and Limitations of Liability. FIBERPIPE warrants that its labor will be free from defects in material and workmanship under conditions of normal use for a period of one year from the earlier of the acceptance date of such labor or the first commercial use thereof. Warranty service may be obtained by providing FIBERPIPE with written notification of a defect within ten (10) days of defect discovery and before the expiration of the warranty period. After warranty service, the warranty with respect to a corrected defect will continue for the remaining uncured warranty period or for sixty (60) days, whichever is longer. Customer may purchase out-of-warranty repair services on a time and materials basis in accordance with FIBERPIPE's then current rates. FIBERPIPE will provide Customer the same warranty with respect to any Equipment as that provided to FIBERPIPE by the manufacturer of any such Equipment. In the event of an Equipment warranty claim, Customer will have all remedies and rights that FIBERPIPE will have against the manufacturer. Such remedies and rights will be Customer's sole remedies and rights under this warranty. The warranties above do not include and FIBERPIPE will not be responsible for damage to any Equipment resulting from a Force Majeure event (as defined below). THE SPECIFIC WRITTEN WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FIBERPIPE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF NONINFRINGEMENT OF TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN EACH CASE WITH RESPECT TO ALL SERVICES, EQUIPMENT AND PRODUCTS FURNISHED HEREUNDER. It is Customer's responsibility to ensure that all of its electronic files and other data are adequately duplicated, documented, and preserved, and in no event will FIBERPIPE be responsible for Customer's failure to do so. FIBERPIPE will not be responsible for the cost of reconstructing data stored on disk files, tapes, memories, or the like lost during the course of FIBERPIPE's performance hereunder, or for loss of profits or other economic loss arising therefrom. IN NO EVENT WILL FIBERPIPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED OR SUFFERED BY EITHER PARTY OR TO ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Except for personal injury caused by FIBERPIPE's gross negligence or willful misconduct, the entire liability of FIBERPIPE and its officers, directors, employees, agents and suppliers for any damage or expense from any cause whatsoever will in no event exceed the total of all payments made by Customer to FIBERPIPE under this Agreement for the particular Service or Equipment from which the damages arise for the prior twelve (12) month period. FIBERPIPE makes no claim that its install or maintain any system or item of equipment in a manner to prevent unauthorized intrusions of Customer's systems and, therefore, FIBERPIPE will have no liability whatsoever in connection with the unauthorized intrusion or other abuse of any item of equipment or system except to the extent such unauthorized intrusion results from an act of willful misconduct by an employee of FIBERPIPE. No action or proceeding against FIBERPIPE or its officers, directors, employees, agents or suppliers may be commenced more than one (1) year after the claim arises. Customer will not pursue any claims against FIBERPIPE for any liability FIBERPIPE may have under or relating to this Agreement until Customer first makes claims against Customer's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims.

Default and Remedies. For purposes of this Agreement, an "Event of Default" will be deemed to have occurred if either party (the "Offending Party") will (i) breach one or more of its obligations hereunder without remedying the same within thirty (30) days of written notice (or, where correction cannot be made within such thirty (30) day period, as soon after such notice as is reasonably possible using continuous, diligent efforts) from the other party specifying the nature thereof, or (ii) will apply for, consent to, or suffer the appointment of a receiver, trustee, custodian or liquidator of all or any substantial part of its assets, or (iii) will make a general assignment for the benefit of creditors, or (iv) will file a petition or answer seeking, or admitting or will otherwise take advantage of bankruptcy, reorganization or other relief under applicable law. Upon an Event of Default, the other party (the "Offended Party") may thereupon terminate this Agreement. Upon an Event of Default, the Offended Party will have all remedies available to it under this Agreement, at law or in equity against the Offending Party and all such remedies will be cumulative. In the event Customer is the Offending Party, FIBERPIPE may lawfully enter upon the property of Customer during reasonable hours, without judicial process, to retake possession of any Equipment for which Customer has not fully paid, and may sell or lease such Equipment, continuing to hold Customer responsible for the difference in the proceeds of such sale or lease and any amounts due in connection with this Agreement. Notwithstanding the foregoing or any provision of this Agreement to the contrary, FIBERPIPE may terminate this Agreement (i) upon ten (10) days prior written notice if Customer fails or refuses to pay FIBERPIPE in accordance with the terms of this Agreement and (ii) at any time, without notice, if Customer violates any provision under the headings of this Agreement entitled "Proprietary Rights," "Employment Recruitment," "Acceptable Use Policy and Service Level Agreement" or if Customer takes or omits to take any action that might subject FIBERPIPE, in its sole discretion, to civil or criminal liability. FIBERPIPE will not be liable for any damages or loss to Customer resulting from any termination of this Agreement and, in the event of any termination, FIBERPIPE will make no refund to Customer of advances or Customer's payments for Services that have not yet been rendered.

Indemnification. Subject to the limitations set forth in the preceding paragraph, Customer and FIBERPIPE will indemnify, defend and hold each other and each other's officers, directors, employees, agents, affiliates and representatives (collectively, "Affiliates") harmless from and against any and all losses, damage, cost, liability, claims, actions and expenses (including, without limitation, reasonable attorneys' fees, litigation costs, court costs and amounts paid in investigation, defense or settlement of any of the foregoing, whether incurred at the trial, appellate or administrative levels) (collectively, "Damages"), to the extent arising from the acts or omissions of the indemnitor. In addition, Customer will indemnify, defend and hold FIBERPIPE and its Affiliates harmless from and against any and all Damages (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to (i) Customer's possession, use or resale of any Equipment installed or delivered by FIBERPIPE; (ii) the use and content of any Services provided by FIBERPIPE; or (iii) Customer's breach of any term of this Agreement.

Deemed Acceptance. Acceptance by Customer of any item of Service or Equipment will be deemed to have occurred on the delivery date or completion date unless written notice to the contrary is received by FIBERPIPE within five (5) days thereof.

Customer's Initials **CC**

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Joint Jerome School District #281

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Authorized Contact Person. Customer has designated one or more primary authorized contact persons above. Customer may have also designated one or more primary authorized contact persons in any Schedule. Such person(s) will be the point of contact for and will provide all work direction to FIBERPIPE. If during the Term Customer wishes to change the primary authorized contact person(s), Customer will notify FIBERPIPE in writing of the name, address, and telephone numbers of the new person(s).

Access to Premises and Cooperation. With respect to Services to be performed or Equipment to be installed or maintained on property owned by Customer, Customer hereby grants FIBERPIPE the right of ingress and egress over Customer's real property and further grants FIBERPIPE a license to provide the Services and install and maintain the Equipment at the premises. With respect to Services to be performed or Equipment to be installed or maintained on Customer property not owned by Customer, it will be Customer's responsibility to secure, at its own cost, prior to the commencement of any Services or installation or maintenance of any Equipment, any necessary rights of entry, licenses, permits or other permission necessary for FIBERPIPE to perform its obligations under this Agreement. FIBERPIPE will not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Customer's denial in FIBERPIPE of full and free access to Customer's systems, personnel or premises essential for completion of the Services or installation or maintenance of any Equipment. Customer will comply with reasonable security procedures and standards with respect to Customer's routers (if any) that interface with the Services. Customer will cooperate with FIBERPIPE in order that FIBERPIPE may perform its obligations under this Agreement.

Independent Contractor Status. Nothing contained in this Agreement is intended or is to be construed so as to constitute (1) FIBERPIPE and Customer as partners or joint venturers, or (2) the employees, agents, or representatives of either FIBERPIPE or Customer as employees, agents, or representatives of the other. It is intended that the relationship of FIBERPIPE to Customer will at all times be that of an independent contractor. No party to this Agreement will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

Customer's Users and Customers. Customer will be responsible for communicating with Customer's users or customers of the Services and for handling all complaints and trouble reports made by such users or customers. Customer will defend, indemnify, and hold FIBERPIPE and its Affiliates harmless from and against any and all Damages (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to any services provided by, performed or agreed to be performed by, or any product sold or distributed by Customer or Customer's Affiliates.

Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to the performance of its obligations under this Agreement. Customer accepts sole responsibility for, and will indemnify, defend and hold FIBERPIPE and its Affiliates harmless from and against any and all Damages (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to Customer's transmission, collection, use or disclosure of any material by or through the Internet or other electronic means, and Customer's compliance or non-compliance with any federal, state and local laws and regulations in connection therewith, including, without limitation, the Children's Online Privacy Protection Act.

Acknowledgements Regarding the Internet and World Wide Web. Customer acknowledges that the Internet and the World Wide Web are not controlled or owned by FIBERPIPE or any one entity and that servers, directories, files and data used on the Internet and the World Wide Web are not secure from unauthorized access or fraudulent entry.

Equipment and Software. All Equipment will be shipped FOB origination, but Customer will be responsible for all freight charges. Other than Equipment purchased from FIBERPIPE by Customer, all equipment provided by FIBERPIPE in connection with the Services will remain FIBERPIPE's property. FIBERPIPE is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by FIBERPIPE, and Customer will indemnify, defend and hold FIBERPIPE and its Affiliates harmless from and against any infringement claims and any and all Damages (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to the use of such third party equipment or software with the Services. If such third party equipment impairs the Services, Customer remains liable for payment to FIBERPIPE, and if such third party equipment is likely to cause harm or obstruction to the Services, Customer will eliminate the likelihood of FIBERPIPE's request. FIBERPIPE will troubleshoot difficulties caused by such

third party equipment or software at Customer's request, at FIBERPIPE's standard rate and terms. In the event Customer provides any router to interface with the Services, Customer must cooperate with FIBERPIPE in configuring and managing such router(s) in order to implement and operate the Services.

Taxes. Customer will timely report, file, pay and indemnify, defend and hold FIBERPIPE and its Affiliates harmless with respect to any and all Taxes and from and against any and all Damages arising therefrom. The term "Taxes" as used herein will mean all sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes, and all other governmental fees, charges and assessments (general or special) due, assessed or levied by any foreign, federal, state, county or local government or taxing authority which are imposed against, upon or relating to the Services or any Equipment or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, together with any penalties, fines or interest, but Taxes will not include any taxes solely based upon or measured by the income of FIBERPIPE.

Confidentiality. Except as otherwise specifically provided in this Agreement, during the term of this Agreement and for a period of three (3) years thereafter, neither party may disclose to any third party any of the material contained in or concerning this Agreement (including, without limitation, pricing) unless such disclosure is required by law. Notwithstanding the contrary, Customer authorizes FIBERPIPE to present Customer's name, logo, and website information in FIBERPIPE materials, including, without limitation, FIBERPIPE's website(s), for the purpose of identifying services that FIBERPIPE has performed and customers for whom such services were performed.

Proprietary Rights. All information and materials provided by Customer to FIBERPIPE pursuant to this Agreement ("Customer Content") will remain the sole and exclusive property of Customer. Customer will be responsible, if applicable, for obtaining and paying for any necessary licenses to use third-party content included in Customer Content or otherwise provided to FIBERPIPE. Customer warrants that Customer has the right to use all trademarks, servicemarks and copyrighted material, if any, that appears or may appear on Customer's website. Customer assumes sole responsibility for (i) protecting Customer's copyrights, trademarks, servicemarks and other proprietary rights; (ii) acquiring any authorization(s) necessary for hyperlinks to third party websites; (iii) the accuracy of materials provided to FIBERPIPE, including, without limitation, Customer Content, descriptive claims, warranties, guarantees, and nature of business; (iv) ensuring that Customer Content does not infringe or violate any right of any third party; (v) ensuring that Customer Content does not contain any content that is obscene, threatening, malicious, defamatory or libelous; and (vi) ensuring that Customer Content does not violate any applicable laws or regulations, any contract, moral, privacy or other third party rights, or which otherwise exposes FIBERPIPE to civil or criminal liability. Provision by Customer of any materials that do not satisfy the requirements of this provision will be deemed to constitute a material breach of this Agreement and will give rise to FIBERPIPE's indemnification rights. Subject to Customer's ownership interest in Customer Content, all materials, including, without limitation, tools, source materials, computer software (in object code and source code form), scripts, programming code, data, information, HTML, scripts, or specifications, protocols, IP addresses, configurations and routing data developed, used or provided by FIBERPIPE or its suppliers under this Agreement, and any trade secrets, know-how, methodologies and processes related to the Services will remain the sole and exclusive property of FIBERPIPE, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and apparent thereon. Customer acknowledges that FIBERPIPE is in the business of designing and hosting websites, providing Internet access and connectivity solutions, and similar lines of business and agrees that FIBERPIPE will have the right to provide to third parties services that are the same or similar to the Services. Customer grants FIBERPIPE a nonexclusive, worldwide, royalty-free license for the term of this Agreement to edit, adapt, translate, exhibit, distribute, perform, display, and otherwise use Customer Content as reasonably necessary for FIBERPIPE's performance under this Agreement. Upon payment of all amounts due hereunder, FIBERPIPE grants to Customer a personal, nonexclusive, non-transferable and non-assignable license to make use of, modify and copy the materials, work product, source code and related documentation, if any and as applicable, created by FIBERPIPE for Customer in connection with this Agreement (the "Deliverables") for its own internal business purposes only. In no event will Customer sell or license any of the Deliverables to any third party. In no event will Customer use any trademarks or servicemarks of FIBERPIPE without FIBERPIPE's prior written consent.

Use of Information. Notwithstanding any provision to the contrary in this Agreement, Customer hereby grants to FIBERPIPE the right to use the information and demographics collected from individuals or businesses that subscribe to or otherwise transact business with Customer via the Services for FIBERPIPE's internal statistical analysis and marketing reports, and may disclose such statistical analysis, in aggregate form only, to third parties.

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Competition. Customer may not, without FIBERPIPE's prior written consent, permit any Services to be utilized for the provision of any services that compete with any FIBERPIPE services. Customer also will not, nor will it permit others to: (i) alter, tamper with, adjust, repair or circumvent any aspect of the Services; or (ii) resell, pass-through, sublicense, rent, lease, sublicense or rebrand the Services or otherwise provide the Services to any party not within Customer's enterprise.

Employment Recruitment. During the term of this Agreement and for a period of one (1) year following termination, Customer will not, without the prior written consent of FIBERPIPE, solicit or hire any personnel of FIBERPIPE who are or were at any time assigned to perform any of the Services. Customer acknowledges that breach of this provision would result in irreparable harm to FIBERPIPE for which FIBERPIPE may not be adequately compensated by monetary damages. As a result, FIBERPIPE will have the right to enforce this provision by seeking injunctive or other equitable relief in lieu of or in addition to damages.

Additional Terms Regarding Access/Connectivity Services. To the extent the Services include access/connectivity services, the following additional terms will apply:

A. Service Level. FIBERPIPE will provide the access/connectivity Services in accordance with the standards in the SLA.

B. Provision and Maintenance of Systems. Customer will, at its own expense, provide all necessary preparations required to comply with FIBERPIPE's installation and maintenance specifications, if any, for delivery of the Services. Customer will be responsible for the costs of relocation or removal of connectivity that results from Customer's actions. Customer will provide FIBERPIPE or its agents with reasonable access to Customer's premises to perform any acts required pursuant to providing the Services. In accordance with FIBERPIPE's and/or the relevant equipment manufacturer's specifications, Customer will maintain a suitable environment for any FIBERPIPE equipment housed on Customer's premises and/or on premises rented by Customer or under its control. Customer will be liable for any and all damages to FIBERPIPE property that may be located on such premises, excluding reasonable wear and tear. Upon expiration or termination of the Term, Customer will surrender to FIBERPIPE any equipment or other property owned by FIBERPIPE that has been provided to Customer. FIBERPIPE will not be responsible: (i) for the installation, operation or maintenance of any hardware, software, cabling or services not provided by FIBERPIPE in connection with the Services; or (ii) if any changes in the Services cause hardware, software, cabling or services not provided by FIBERPIPE to become obsolete, or to require modification. Customer will be responsible for the selection, use and compatibility of hardware or software not provided by FIBERPIPE and if such components impair Customer's use of the Services, Customer will remain liable for payment to FIBERPIPE for the Services. Upon notice from FIBERPIPE that any such component causes or is likely to cause a hazard, interference or obstruction of the Services, Customer will eliminate such component immediately and FIBERPIPE may disconnect the Services until such correction occurs. If requested by Customer, FIBERPIPE may, at its then current rates, trouble-shoot difficulties caused by such components. Unless otherwise agreed in writing, if Customer provides its own router in conjunction with the Services (e.g., a remote frame relay or private line connection from Customer's premises to a FIBERPIPE facility), then Customer is fully responsible for the installation, maintenance and configuration of such Customer-provided router. FIBERPIPE will have the right (i) to approve in advance the make, model and/or software release version of a Customer-provided router; and (ii) in cooperation with Customer, to set the initial configuration for the router interface into the Services.

Additional Terms Regarding Website Development and Consulting/Engineering Services. To the extent the Services include website development or consulting/engineering services, the following additional terms will apply:

A. Scope of Work. In order for FIBERPIPE to be bound thereby, each Schedule concerning the Services must contain a Statement of Work that includes, at a minimum, information regarding the technical and functional capabilities and other attributes of the Customer website or other end product (the "Specifications"), a description of the deliverables to be provided by FIBERPIPE as part of the Services (the "Deliverables") and a timeline for the provision of these Deliverables.

B. Modification. FIBERPIPE and Customer will modify or rescind the Schedule or any Statement of Work only in a written Change Order signed by duly authorized representatives of both parties. FIBERPIPE and Customer agree that the Services will be fully described in each Statement of Work. The parties acknowledge that in performing the Services it is possible that conditions may arise which substantially change the complexity and nature of such Services. If such

unforeseen circumstances arise, the parties will immediately confer and agree on an appropriate Change Order which will adjust as necessary the description of the Services, the development schedule for completion of the Services, if necessary, and the total cost for the Services to be paid to FIBERPIPE. If FIBERPIPE and Customer execute a written Change Order modifying the scope of the Services to be provided pursuant to a Statement of Work, then the parties will immediately negotiate either a reduction or an increase in payment for such modification. In no event will FIBERPIPE be required to perform such additional Services until payment has been agreed upon in writing.

C. Acceptance. Upon acceptance of the Services, FIBERPIPE will transfer and implement the Customer website or other end product and any corresponding Deliverables to and on the host Internet server and supporting environment or other location specified in writing by Customer. Notwithstanding any other warranty provision of this Agreement, for a period ending forty-five (45) days after acceptance of the Services, FIBERPIPE warrants that the Services provided will meet the capabilities and specifications described in the applicable Statement of Work. For a period of forty-five (45) days after acceptance of the Services, FIBERPIPE will assist Customer in solving technical problems in usage of the Services without additional cost to Customer, provided the following conditions are met: (i) FIBERPIPE receives sufficient notice of such problems so as to offer initial assistance by telephone or e-mail communication; and (ii) the problem is caused by a defect in functionality within the scope of the Services described in the applicable Statement of Work.

Additional Terms Regarding Shared or Dedicated Website Hosting Services. To the extent the Services include shared or dedicated website hosting, the following additional terms will apply:

A. Hosting Services. FIBERPIPE will provide Customer with a Uniform Resource Locator (URL) and access to a subdirectory on FIBERPIPE's server to store data for Customer's website. Except to the extent FIBERPIPE is also providing website development services to Customer, Customer will be solely responsible for gathering, creating, digitizing, modifying and appropriately formatting all of the data and material for Customer's website. Customer will also be responsible for transferring all of Customer's data to Customer's subdirectory on FIBERPIPE's server. FIBERPIPE will make no effort to validate this material for content, correctness or usability, nor will FIBERPIPE provide Customer with software to design and maintain the website.

B. Upgrades. Customer may upgrade to a more powerful hosting platform at any time during the Term. Price changes in relation to upgrades, increased bandwidth, extra data transfers or other additional services will be clearly stated and agreed upon in writing prior to implementation.

C. No Guarantee. FIBERPIPE can make no guarantee that any given viewer/browser will be able to access the Customer's website at any given time. CUSTOMER EXPRESSLY AGREES THAT USE OF THE WEBSITE HOSTING SERVICES IS AT CUSTOMER'S SOLE RISK.

D. Scripts. Any scripts not in FIBERPIPE's library used by Customer on the website hosted by FIBERPIPE must be reviewed and approved by FIBERPIPE prior to use. Customer's installation of any Customer supplied script will result in extra labor, software and licensing fees in addition to the fees provided in the Schedule.

Additional Terms Regarding Co-Location Services. To the extent the Services include co-located website hosting, the following additional terms will apply:

A. Co-Location Services and Payment Commencement. FIBERPIPE will provide to Customer the Services, such as rack space, cubic footage and other specifications identified in the Schedule, along with FIBERPIPE's customary UPS-backed power capabilities, environmental controls and security systems for housing certain equipment provided by Customer. Customer will be permitted to use the Services only for placement and maintenance of communications equipment that is interconnected to the network services offered by FIBERPIPE. Customer may use the Services to cross connect to the facilities of other communications carriers if and only if FIBERPIPE cannot or will not provide such services to Customer. Charges for the Services will commence on the earlier of (i) the date Customer first places equipment in FIBERPIPE's facility or (ii) five (5) days following the Commencement Date.

B. Access. During the Term, FIBERPIPE will provide Customer with pass-code access to the FIBERPIPE facility, twenty-four hours per day, three-hundred-sixty-five days per year. Except with the prior written consent of FIBERPIPE, Customer's access to the FIBERPIPE facility will be limited solely to the individuals identified and authorized by Customer to have access to the FIBERPIPE facility. Customer will not to touch, damage or in any way interfere with the equipment and/or connections of any other customer using space in the FIBERPIPE facility. Customer will be fully responsible for and will indemnify, defend and hold FIBERPIPE and its affiliates harmless from and against any and all damages (whether or not arising out

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of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to Customer's use of, or access to, the FIBERPIPE facility including, without limitation, any unauthorized use of any access devices provided by FIBERPIPE hereunder.

C. Insurance. Customer will keep in full force and effect during the Term (i) comprehensive general liability insurance in an amount not less than \$1,000,000, per occurrence for bodily injury and property damage; (ii) employer's liability insurance in a commercially reasonable amount; and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Customer will, and will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law and customary in Customer's and its agents' industries. Prior to installation of any Customer equipment in FIBERPIPE's facilities, Customer will cause its insurance provider(s) to name FIBERPIPE as an additional insured and notify FIBERPIPE in writing of the effective date thereof, and will provide or arrange to provide FIBERPIPE with certificates of insurance which evidence the minimum levels of insurance set forth above.

D. Removal Upon Termination. Upon the expiration or termination of the Term, Customer will remove from the FIBERPIPE facility all Customer equipment and any of its other property within the FIBERPIPE facility within five (5) days of such expiration or termination and return the Customer's area to FIBERPIPE in the same condition as it was on the Commencement Date, normal wear and tear excepted. If Customer does not remove such property within such five (5) day period, FIBERPIPE will have the option to (i) move any and all such property to secure storage and charge Customer for the cost of such removal and storage, and/or (ii) liquidate the property in any reasonable manner.

E. No Lease. This is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Customer acknowledges and agrees that (i) it has been granted only the right to occupy the Customer area and use the FIBERPIPE facility and any Equipment provided by FIBERPIPE in accordance with this Agreement; (ii) FIBERPIPE has the right to relocate or reconfigure the Customer area or FIBERPIPE facility, provided that FIBERPIPE does not act in an arbitrary or discriminatory manner; (iii) Customer has not been granted any real property interest in the Customer area or FIBERPIPE facility; and (iv) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. For good cause, FIBERPIPE may suspend the right of any authorized representative of Customer to visit the FIBERPIPE facility.

F. No Guarantee. FIBERPIPE does make no guarantee that any given viewer/browser will be able to access the Customer's website at any given time. CUSTOMER EXPRESSLY AGREES THAT USE OF THE WEBSITE HOSTING SERVICES IS AT CUSTOMER'S SOLE RISK.

G. Additional Limitations on FIBERPIPE's Liability. Each representative of Customer and any other persons visiting FIBERPIPE's facility does so at its own risk and FIBERPIPE assumes no liability whatsoever for any harm to such persons resulting from any cause other than FIBERPIPE's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit. FIBERPIPE assumes no liability for any damage to, or loss relating to, customer's business resulting from any cause whatsoever. Certain customer equipment may be already accessible by other customers. FIBERPIPE assumes no liability for any damage to, or loss of, any customer equipment resulting from any cause other than FIBERPIPE's gross negligence or willful misconduct. To the extent FIBERPIPE is liable for any damage to, or loss of, the customer equipment for any reason, such liability will be limited solely to the then-current value of the Customer equipment.

Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, insolvency, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party will have used its best efforts to mitigate its effects, such party will give prompt written notice to the other party, its performance will be excused, and the time for the performance will be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such party is not able to perform within thirty (30) days after the event giving rise to the excuse of Force Majeure, the other party may terminate this Agreement.

Governing Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Idaho without regard to conflict of laws rules. Should it become necessary to enforce the terms and conditions of this Agreement, the rights, duties, or obligations of the parties or the validity.

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interpretation, performance, or legal effect of this Agreement, or to recover damages for a breach of this Agreement, the parties agree that Ada County, Idaho, will have jurisdiction over the parties to adjudicate any claims between the parties arising out of this Agreement and that service may be accomplished by registered mail to the registered agent of and/or last known address of each of the parties.

Assignment. Customer will not assign any of its rights or obligations (by operation of law or otherwise) hereunder without the prior written consent of FIBERPIPE. FIBERPIPE will have the right to assign its rights, obligations and privileges hereunder to an assignee that agrees in writing to be bound by the terms and conditions of this Agreement. The terms and conditions of this Agreement will bind and inure to the benefit of the respective permitted successors and assigns of the parties.

Notices. All notices required or permitted to be given under this Agreement will be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid by addressee; or other telecommunication device capable of transmitting or creating a written record; by e-mail; or personally. Mailed notices will be deemed delivered five (5) days after mailing, properly addressed. Couriered notices will be deemed delivered when delivered as addressed, or if the addressee refuses delivery, when delivery is refused. Telex, telecommunication or e-mailed notices will be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery will be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices will be delivered to the Customer at the address written above and to FIBERPIPE at 10215 W. Emerald Street, Boise, Idaho 83704.

Entire Agreement and Modification. This Agreement sets forth the entire understanding of the parties with respect to the Services and/or Equipment to be provided hereunder, and no representations have been made by either party to the other except as contained in this Agreement and there are no verbal or other agreements which modify or affect this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, letters of intent, and understandings between the parties. This Agreement may be modified or amended only by a written amendment specifically referencing this Agreement and any attached Schedules and executed by persons authorized to execute agreements on behalf of Customer and FIBERPIPE.

Purchase Orders. In the event Customer supplies a purchase order for any Services or Equipment to be provided by FIBERPIPE under this Agreement, FIBERPIPE will not be bound by any of the terms or conditions printed on the purchase order and such terms and conditions will be null and void. Any purchase orders will be governed by the terms and conditions of this Agreement.

Interpretation. In the event that there is any conflict between these Master Services Agreement Terms & Conditions and any Schedule, these terms will control. The term "Services," when used in a Schedule, will refer to the Services to be provided under that Schedule only. The captions of the sections of this Agreement are inserted for convenience only and are not intended to constitute a part of this Agreement.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Waiver. The failure of either of the parties to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement will not be construed as a waiver of the conduct or of any future breach or subsequent wrongful conduct.

Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument. Facsimile signatures will be accepted as original signatures with respect to this Agreement.

Attorney Fees. In the event any action is instituted (i) to enforce any term of this Agreement, (ii) to remedy a breach of any representation or warranty provided in connection herewith, or (iii) in connection with any cause or action (in contract, tort or otherwise) arising out of or relating to this Agreement, the prevailing party will recover from the losing party reasonable attorneys' fees and litigation costs, whether by arbitration, trial or any appeal thereof.

Survival of Covenants. The proprietary rights, confidentiality obligations, disclaimer of warranties, limitation of liability covenants and indemnification covenants of the parties, and all provisions which state they will survive or which by their nature are intended to survive, will survive the expiration or earlier termination hereof.

Customer's Initials

CNS